REMARKS

Upon entry of the present Amendment, Claims 1-15 are all the claims pending in the

application. Claims 1-15 are amended, and claims 16-17 are cancelled without prejudice or

disclaimer.

The outstanding objections and rejections are addressed below:

Claim Objections

Claims 2-8, 10, 12-14 and 16 are objected to due to informalities. Applicant has amended

the above claims, with the exception of claim 16, in accordance with the Examiner's suggestions.

Claim 16 is cancelled without prejudice or disclaimer, thus the objection is rendered moot.

Reconsideration and withdrawal of the objections is requested.

Claim Rejections - 35 U.S.C. § 101

Claims 8-17 are rejected under 35 U.S.C. § 101 because the claimed invention is

allegedly directed to non-statutory subject matter. Applicant traverses, as discussed below.

In particular, the Examiner contends that independent claims 8, 10, 12, 14 and 16 do not

create a tangible result specifying what is being done with the hardware, and thus are not

statutory system claims. (Office Action at 4.) Applicant has amended these claims to clarify the

positive actions performed therein, and submits that claims 8, 10, 12, and 14, as amended, recite

statutory subject matter.

With respect to the Examiner's further contention that claims 8-17 are non-statutory

software, Applicant notes that claims 9, 11, and 13, and 15, which recite programs, are amended

to recite that the program as respectively claimed is embodied on a tangible computer readable

medium. As to claims 8, 10, 12, and 14, Applicant disagrees with the Examiner's

characterization of these claims as "software", as these claims define apparatuses, and Applicant

submits that the apparatuses, as claimed, comply with the requirements of 35 U.S.C. § 101, at

least by virtue of providing a useful, concrete, tangible result. As to claims 16-17, Applicant

submits that the rejection of these claims is rendered moot by virtue of their cancellation without

prejudice or disclaimer.

Reconsideration and withdrawal of the 35 U.S.C. § 101 objections are therefore

requested.

V.   Claim Rejections - 35 U.S.C. § 102

Claims 1-6 and 8-17 are rejected under 35 U.S.C. § 102(b) as being anticipated by

Westfall et al. (International Publication No. WO 02/15462, "Westfall"). Applicant respectfully

traverses, and submits that Westfall fails to Anticipate all the claimed features, as discussed

below.

For instance, claim 1 defines, *inter alia*, a method for communication between a terminal

and a service providing-server or another terminal via an access system providing access to a

network, wherein the terminal is coupled to a coupling-interface able to communicate with the

access system *by protocol couplings*. As further defined therein, the method comprises, at said

terminal, generating a service-selection-signal and transmitting said service-selection-signal

from the terminal to a service-selection-server; at said service-selection-server, in dependence of

a service-definition-signal, *obtained by said service-selection server*, generating a configuration-

signal and transmitting the configuration-signal to said access system for configuring at least

parts of the access system and at least parts *of the protocol couplings*; at said service-selection-

server, generating a service-information-signal and transmitting said service-information-signal

to said terminal and/or the coupling-interface to inform about the configurations made in at least

parts of the access system *and in at least parts of the protocol couplings*, wherein said service-

information signal *defines a protocol coupling to be used*; and at the terminal and/or said

coupling-interface, communicating with the service-providing-server or said other terminal *via*

the protocol coupling defined by at least one service parameter, wherein said communicating

comprises an exchange of signals that comprise said at least one service parameter.

Thus, the method of claim 1, as amended, specifies a novel configuration of protocol

couplings and service parameters defined those protocol couplings. For instance, in step (b), a

protocol coupling is configured. In step (c), the service-information signal informs the terminal

and/or the coupling-interface about the configurations made, and the service-information signal

defines a protocol coupling to be used (this necessarily must be the protocol coupling that has

been configured: usually, there will be more than one protocol coupling, if one protocol coupling

is configured for a communication then this one protocol coupling may be used for that

communication, otherwise, if a different protocol coupling would be used for that

communication then the configuration made would be useless and meaningless).

Also, in step (d), the communication takes place via this protocol coupling, and this

protocol coupling is defined by a service parameter; the signals that are exchanged during the

communication carry this service parameter that defines the protocol coupling to be used. As a

result, even though the entire system has become highly dynamic, the signals exchanged during

the communication will always be able to find the proper protocol coupling (i.e., the one that has

been configured for this particular communication), due to the fact that *the signals carry the*

service parameter that defines this particular protocol coupling.

Westfall fails to suggest all the claimed features. For instance, Westfall is directed to

coupling LANs to each other by a WAN. More specifically, Westfall teaches a network policy

management technique in which "service templates" are defined that contain information on the

topologies of services and information on the quality of service (QOS) required by each of the

data flows which will be generated when an instance of the service is used. (See Westfall at 4-

6.) Westfall further describes techniques for allocating bandwidth among various nodes using its

"policy tree." but the network configuration taught by Westfall never suggests the configuration

of protocol couplings in the manner claimed, nor does Westfall suggest any communication of

service parameters that define any protocol coupling to be used.

Accordingly, Westfall fails to teach or suggest all the features of claim 1, and

reconsideration and withdrawal of the rejection of claim 1 is therefore requested.

Independent claims 8-15, as amended, recite analogous features to those recited in claim

1, which are likewise not all taught or suggested by Westfall for reasons similar to those

discussed at length above. Reconsideration and withdrawal of the rejections of claims 8-15 is

requested.

As to dependent claims 2-7, Applicant submits that these claims are allowable at least by

virtue of their dependency. Allowance of claims 2-7 is requested.

Conclusion

In view of the above, reconsideration and allowance of this application are now believed

to be in order, and such actions are hereby solicited. If any points remain in issue which the

Examiner feels may be best resolved through a personal or telephone interview, the Examiner is

kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue

Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any

overpayments to said Deposit Account.

Respectfully submitted,

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